

From: [Stephanie Timmermeyer](#)
To: [Jeanne Briskin/DC/USEPA/US@EPA](#); [Ramona Trovato/DC/USEPA/US@EPA](#)
Cc: [John Satterfield](#)
Subject: FW: Information Update - Description has changed: Prospective case study: Chesapeake question re: indemnification
Date: 06/11/2012 04:29 PM

Were you guys able to track down any of the standard agreements we requested below? In the meantime, we think the following questions will help inform our discussions tomorrow – you could forward to your attorneys ahead of time. These are issues we believe we need to talk through –
Thanks Steph

Questions for Consideration

1. What limits if any does sovereign immunity place upon the EPA's ability to indemnify and hold CHK harmless
2. Who at the EPA can "accept" liability on behalf of the agency?
3. If the EPA itself cannot or is unwilling to indemnify CHK, is subcontractor insurance and/or an EPA bond sufficient?
4. What has the EPA done before in situations like this?
5. What are the EPA's suggestions?
6. What does self-insured mean precisely to the EPA?
7. What effect does being self-insured have on CHK's ability to collect on a claim given the EPA's protection under sovereign immunity and the federal tort claims act?

From: Stephanie Timmermeyer
Sent: Friday, June 08, 2012 8:48 AM
To: 'Jeanne Briskin/DC/USEPA/US'; Chris Hill (Regulatory); Cynthia Sonich-Mullin/CI/USEPA/US; David Jewett/ADA/USEPA/US; Doug Beak/ADA/USEPA/US; Michael Overbay/R6/USEPA/US; Pooja Parikh/DC/USEPA/US; Stephen Hess/DC/USEPA/US; Susan Mravik/ADA/USEPA/US
Cc: John Satterfield; Ramona Trovato/DC/USEPA/US
Subject: RE: Information Update - Description has changed: Prospective case study: Chesapeake question re: indemnification

Jeanne and Team:

Our legal department is in the process of preparing for our meeting next week regarding the potential liability and indemnity issues with respect to the EPA's prospective study. In an effort to facilitate discussions, they have asked whether you can provide a "sample" or "standard" agreement the EPA uses with its non-government vendors or partners. Specifically, they are looking for EPA standard provisions around premises liability, personal injury, safety, subcontractor indemnity, and

environmental hazard/pollution, etc. By making this request, the legal department is hoping that they may be able to work from your standard provisions in creating an agreement to address any concerns more quickly than might be the case in starting fresh.

Thanks

Stephanie

-----Original Appointment-----

From: Jeanne Briskin/DC/USEPA/US [<mailto:Briskin.Jeanne@epamail.epa.gov>]

Sent: Friday, June 08, 2012 8:27 AM

To: Jeanne Briskin/DC/USEPA/US; Chris Hill (Regulatory); Cynthia Sonich-Mullin/CI/USEPA/US; David Jewett/ADA/USEPA/US; Doug Beak/ADA/USEPA/US; Michael Overbay/R6/USEPA/US; Pooja Parikh/DC/USEPA/US; Stephanie Timmermeyer; Stephen Hess/DC/USEPA/US; Susan Mravik/ADA/USEPA/US

Cc: John Satterfield; Ramona Trovato/DC/USEPA/US

Subject: Information Update - Description has changed: Prospective case study: Chesapeake question re: indemnification

When: Tuesday, June 12, 2012 2:00 PM-3:00 PM Eastern.

Where: 866-299-3188, conf code 8243351

To assist the discussion, please provide to EPA in advance with a draft of any access agreement or other similar document Chesapeake anticipates using in connection with this project. << File: ATT00001.htm >> << File: c092647.ics >>

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